

State of South Carolina,
County of Greenville.

This Memorandum of agreement made and entered into at Greenville, South Carolina, this 20th, day of September 1919, by and between Mabel McB. Charles, hereinafter referred to as Lessor, and A. G. New hereinafter referred to as Lessee. Witnesseth:

That the said Lessor has granted and leased and by these presents does hereby grant and lease unto the said Lessee, all that lot of land in the City of Greenville, County and State aforesaid, fronting North Main St., about 137 ft. upon which is located the building known as Park View Apartments, with all appurtenances thereto belonging, being the same lot conveyed to the Lessor by L. I. Jernings, deed dated May 31, 1917, recorded in R.M.C. Office for Greenville County in Vol. 36, page 261. To have and to hold the said premises unto the said Lessee his heirs, executors and assigns for the full term of one year and six months, beginning October 1st, 1919 and ending April 1st, 1921.

And the Lessor for and in consideration of the covenants and agreements on the part of the Lessee hereby further agrees to furnish all coal necessary for said premises and for carrying on all of the business by the Lessee for renting the apartments in said building and for heating all of said Apartments by steam heat, there being at present on hand in said building one hundred (100) tons of Coal furnished by the Lessor and the Lessor will continue to supply all necessary coal to heat said building adequately during the existence of the lease. The Lessor further agrees to put said apartment house within not less than a period of sixty (60) days in good repair including kalsomining the apartments now occupied by Mrs. French and Mrs. Ferguson and to put the walls in good condition in the apartments now occupied by Mr. Taylor and the walls in the hall of said building and to be put in good condition, to repair the back porch and to make any necessary repairs in plumbing and water-works that maybe necessary to put same in good condition and to put the roof in such condition that it will not leak. The estimated costs for such work to the Lessor is the sum of Fifteen Hundred (\$1500.00) Dollars, the sum of Nine hundred (\$900.00) Dollars of this amount has been expended by the Lessor in making such improvements. The Lessor is to pay all taxes and insurance on said building. The Lessor agrees to notify each and every one of the tenants in said apartments to make their arrangements to pay their rent to the Lessee during the Existence of this lease and the Lessee shall have full authority and privilege to make any changes in sub-renting the apartments, as to the terms of rent charged or to change his sub-tenants at will. It is agreed between the Lessor and Lessee that the destruction of the premises by fire shall terminate this lease but that if the fire is only to such an extent that the said premises can be reasonably repaired and put in good order by the use of the insurance money coming to the Lessor, then the Lessor is to put the building in good condition for the use of the Lessee, including in the foregoing repairs that the Lessor is to make, the Lessor is to have the steam heating boiler properly repaired and put in good condition upon the failure of the Lessor to make said repairs agreed upon either in case or where it may become necessary by partial damage by fire or for other causes not caused by the Lessee or his sub-tenants and the Lessee shall have the right to cause said repairs to be made at his option and continue said lease at the rental of Three Hundred (\$300) per month and such sums as he may pay out in that case are to be credited on the monthly rental, or, at his option, upon ten days notice to the Lessee, to make such repairs if the same are not made, or to declare his lease at an end and the Lessor shall be liable to refund-

(Next page)

the rent already paid by the Lessee at the rate of Three Hundred (\$300.00) Dollars per month for any unexpired term of the lease.

It is further agreed between the Lessor and the Lessee, in consideration of the covenants herein and the sum of money paid by the Lessee to the Lessor, that the Lessor reserves the right to sell or exchange for said property described herein at any time during the term of said lease, and, in the event of sale or exchange of said property the Lessee, at his option is to participate in all profits on said property over and above the sum of Thirty-six Thousand Five Hundred (\$36,500.00) Dollars so that if the Lessor sells his said property for more than Thirty-six thousand five hundred (\$36,500.00) Dollars, then the Lessee will get one-half of the excess price over and above Thirty-six thousand five hundred (\$36,500.00) Dollars and will surrender possession of the premises and shall direct to his sub-tenants to thereafter pay the rents to the purchaser. And, in the event the said apartment house is exchanged for other property, the Lessee, at his option, may participate as the owner of an un-divided one-half interest in said property exchanged for with a charge against the same in favor of the Lessor of Thirty-six thousand five hundred (\$36,500.00) Dollars as the fixed and agreed value of the said apartment house and land, and the additional sum of whatever maybe a reasonable commission for said sale or exchange earned by real estate agents or brokers, and that if in the opinion of the Lessee such sale or exchange of said land and premises is not to his advantage then he agrees that the Lessor may still make such sale or exchange by paying him the sum of One thousand (\$1000.00) Dollars profit on his lease in cash and by refunding to him and paying him in cash Three Hundred (\$300) Dollars per month for the remaining months on the unexpired term of said lease and that in either event the said sum of Three hundred (\$300) Dollars per month is not to be paid to the Lessee except upon his surrendering possession of the premises and allowing the purchaser to collect the rents from all sub-tenants for the rent of the premises. The intention of this agreement being to allow the Lessee one thousand (\$1000.00) Dollars profits in case of sale or exchange of the property at his option and in addition a refund of Three hundred dollars (\$300) per month for unexpired term provided he gives possession when the premises is sold or that he shall have one-half interest in the property for which the exchange is made after charging against said property the value of the apartment house and land and any reasonable brokers commission actually earned and any additional sum beyond Fifteen Hundred (\$1500.00) Dollars that the Lessor may expend on the permanent improvements of said buildings (except where she has been reimbursed by insurance in case of partial fire.)

The Lessee is to make good any breakage of glass in said apartments due to occupancy by tenants and other small and minor injuries excepting such as are produced by natural decay and unavoidable accidents. The Lessee is to pay all light and water bills and all expenses of operating said apartment house except the lessor agrees to pay for all fuel used in heating said apartments by steam heat. The Lessee agrees to pay for this lease for the term of Eighteen (18) months One thousand one hundred (\$1100.00) Dollars in money, or its equivalent, and to convey by a good fee simple general warranty deed free of all liens and encumbrances, unto the Lessor, all that lot of land in the City of Greenville, being on the North side of West Washington St. fronting Washington Street 72 ft. and having a depth of 165 ft. and having thereon a six room dwelling house, being 7906 West Washington St., and being the same land heretofore conveyed to the Lessee by W.A. Martin, subject, however to the payment of the note and mortgage heretofore given by the Lessee to J.P. Galivan to secure the payment of the sum of Two thousand Seven hundred (\$2700.00) -

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